

# ELECTRONIC SIGNATURES SERVICE TERMS

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These Service Terms set forth the terms and conditions upon which any person authorized to sign such documents on behalf of the Customer ("Authorized Signer") can execute documents and Instructions related to the Account and Services using an electronic signature ("E-Signed Document"). The provisions of the account documentation, including terms and conditions governing the operation of Accounts and Services ("Account Documentation") are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined herein shall have the meanings set forth in the Account Documentation. Notwithstanding anything herein to the contrary, these Service Terms are subject to the State of Delaware's Standard Terms and Conditions for Bank Services (the "STCs"), as negotiated, revised and agreed upon by the parties. The STCs take precedence over and control any contrary or inconsistent Service Terms.

- 1. Eligible E-Signature Platforms.** By using an eligible e-signature platform to send an E-Signed Document to the Bank, the Customer shall be deemed to accept these Service Terms, which for the avoidance of doubt shall be binding on the Customer (to the exclusion of any terms and conditions provided by the Customer). The Bank only accepts E-Signed Documents signed through the below electronic signature platforms on the terms set forth herein. The Bank is under no obligation to accept E-Signed Documents, and may demand that the Customer provide a document manually signed by an Authorized Signer along with evidence of the Authorized Signer's authority to execute such document. These Service Terms shall constitute the entire agreement between Bank and Customer with respect to the use and acceptance of electronic signatures. Therefore, any disclaimers displayed through an electronic signature platform, on the electronic signature platform's website, or on the Customer website, or any other Customer terms and conditions, related to the use and acceptance of electronic signatures are excluded shall not be binding on Bank.

**DocuSign.** The Bank will accept E-Signed Documents signed through DocuSign in instances where the signing event was initiated by Bank or internally by the Customer. E-Signed Documents signed through DocuSign must include a signature panel evidencing the document has not been modified since the signature was applied and a certificate of completion providing details about each signer on the document, which may include the signer's IP address, email address, signature image and timestamp ("Completion Document").

**AdobeSign.** The Bank will accept E-Signed Documents signed through AdobeSign in instances where the signing event was initiated by Bank or internally by the Customer. E-Signed Documents signed through AdobeSign must include a signature panel evidencing the document has not been modified since the signature was applied and an audit history providing details about each signer on the document, which may include the signer's IP address, email address, signature image and timestamp ("Completion Document").

- 2. Configuration of E-Signature Platforms.** The Customer is responsible for its own use and configuration of each electronic signature platform. Security features (including, without limitation, encrypted messages, additional authentication requirements or features designed to prevent a document from being reassigned to another individual for signature) are included on the electronic signature platform for the benefit of the Customer (including, without limitation, to mitigate against fraud). By choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features, the Customer accepts the risks associated with not using such security measures. The Bank is not liable for any loss suffered by the Customer as a result of the Customer not using such security measures. The designated recipient of an email received from an e-signature platform may not forward such email to another person for e-signature. If a document is misdirected, the recipient should contact the Bank or use functionality within the e-signature platform to reassign the document to an Authorized Signer. The representations and warranties given by the Customer in these Service Terms will in no way be affected by a Customer's choice not to use a security feature.
- 3. Authority Documents.** The Customer has separately provided the Bank with documentation (i) showing the authority of its Authorized Signers to sign documents on behalf of the Customer and (ii) containing the correct name, business email address, and telephone numbers for each Authorized Signer ("Authority Documents"). The Customer represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Customer will promptly notify the Bank if there are any changes to the Authority Documents, including if an Authorized Signer's authority is modified or revoked. The Bank is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice.
- 4. Bank's Review of E-Signed Documents.** Upon receiving an E-Signed Document, the Bank will review the Completion Document and current Authority Documents to (i) to verify that the signer of the E-Signed Document is an Authorized Signer, and (ii) verify that the email address associated with the electronic signature on the E-Signed Document is the email address of an Authorized Signer. The Bank will not verify whether the electronic signature in an E-Signed Document matches the specimen signature held by the Bank. The Customer agrees that verification of each E-Signed Document in accordance with this paragraph shall be deemed as prima-facie evidence of its having been duly executed by the Authorized Signer whose electronic signature appears thereon.
- 5. Customer Representations and Warranties; Acknowledgements.** The Customer represents and warrants on a continuous basis that (i) each E-Signed Document has been validly executed by a duly Authorized Signer in accordance with the requirements of applicable law in the Customer's place of incorporation and, to the extent relevant, the Customer's constitutional documents; and (ii) each E-Signed Document constitutes a valid, legal, enforceable and binding obligation of the Customer. The Customer acknowledges that the Bank has relied on the foregoing representations and warranties when accepting E-Signed Documents. The Customer confirms that each E-Signed Document constitutes an electronic record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form.  
The Customer represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of the log-in password and

other security used to access the business email account and not to reveal them to any other person.

- 6. Reimbursements.** In consideration of the Bank accepting E-Signed Documents, the Customer shall reimburse the Bank for any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (not including attorneys' fees or litigation expenses) arising out of or resulting from the Bank's reliance on these Service Terms or on an E-Signed Document executed on behalf of the Customer, except and to the extent directly caused by the negligence or willful misconduct of the Bank. Customer's maximum liability under this section shall not exceed \$ 10,000, subject to Section 14 of the STCs.
- 7. Governing Law.** Without prejudice to any other provision in the E-signed Documents relating to governing law, these Service Terms and any non-contractual obligations arising out of or in relation to its terms shall be (i) with respect to Accounts located in Australia, Canada, Hong Kong, Singapore and the United States, governed by and construed in accordance with the laws of Delaware, (ii) with respect to Accounts located in England, Germany, Ireland and Luxembourg, governed by and construed in accordance with the laws of England, and (iii) with respect to Accounts located in India, governed by and construed in accordance with the laws of India, and any disputes arising out of or relating to its terms or any non-contractual obligations arising out of or relating to its terms will be submitted for resolution to the exclusive jurisdiction of the courts of the country or state at which the relevant Account is located, without reference to the conflicts of laws provisions thereof.

**IN WITNESS WHEREOF**, the parties hereto have caused these Service Terms to be executed by their respective authorized officers. These Service Terms shall be legally binding and deemed effective upon the date when the Service Terms have been executed by both the Customer and the Bank.

**JPMORGAN CHASE BANK, N.A.**

Signature: Valeria Cappucci

Print Name: Valeria Cappucci

Title: Authorized officer

Date: 05/05/2020

**STATE OF DELAWARE**

Signature: Fiah M Kwesseu

Print Name: Fiah M Kwesseu

Title: Director of Operations & Funds Management

Date: 05/05/2020

(second authorized signer if required)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_